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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1941.

No. 227

TWIN PORTS OIL COMPANY, A CORPORATION,
Petitioner,

vs.

THE PURE OIL COMPANY, A CORPORATION,
Respondent.

BRIEF OF THE PURE OIL COMPANY, RESPONDENT, IN OPPOSITION TO THE PETITION FOR WRIT OF CERTIORARI.

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INDEX.

	PAGE
Jurisdiction	1
Statement of the Case	2
Summary of Argument	4
Argument	5
The Circuit Court of Appeals was correct in affirming the judgment of the trial court and in finding that there was no evidence that the margins received by petitioner on gasoline sold by it were lessened as a result of the alleged conspiracy	5
There is a clear distinction between the certainty of proof necessary to establish the fact and the cause of injury, and the certainty of proof necessary to enable a jury to fix the amount of damages	12
Conclusion	14
Appendix	15

Table of Cases Cited.

Eastman Company v. Southern Photo Materials Co., 273 U. S. 359 12

Glenn Coal Co. v. Dickinson Fuel Co., 72 F. (2d) 885, 887 ..... 4, 5

Jack v. Armour & Co., 291 F. 741, 745 ..... 4, 5

Palmer, et al. v. Connecticut Railway & Lighting Co., 311 U. S. 544, 561 ..... 4, 12

Story Parchment Co. v. Paterson Parchment Paper Co., 282 U. S. 555, 562 ..... 4, 12

United States v. Socony-Vacuum Oil Company, Inc., et al., 310 U. S. 150 ..... 2, 11

Statutes.

Clayton Anti-Trust Act, Oct. 15, 1914, 38 Stat. 730, 15 U. S. C. A. § 15 ..... 1, 4, 5

Federal Rules of Civil Procedure, Rule 15(b) 9

Sherman Anti-Trust Act, July 2, 1890, 26 Stat. 209, 15 U. S. C. A. § 1 1

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The opinion of the Circuit Court of Appeals appears on pages 334 to 344 of the record and is reported in 119 F. (2d) 747.

JURISDICTION.

The judgment of the Circuit Court of Appeals was entered on May 20, 1941. The jurisdiction of this Court is invoked on the ground that the case is based upon an alleged violation of the Sherman and Clayton Anti-Trust Acts. Act of July 2, 1890, 26 Stat. 209, 15 U. S. C. A. § 1; Act of October 15, 1914, 38 Stat. 730, 15 U. S. C. A. § 15. (Petitioner's petition for writ of certiorari, p. 4.)

STATEMENT OF THE CASE.

This is an action for treble damages by Twin Ports Oil Company, petitioner, against The Pure Oil Company, respondent, under the Sherman and Clayton Anti-Trust Acts, and is based on the government prosecution of various oil companies in the so-called *Madison Oil Case No. 1, United States* v. *Socony-Vacuum Oil Company, Inc., et al.*, 310 U. S. 150.

It was alleged in the indictment in such case that from February 1935 to December 1936, certain oil companies, including respondent, conspired to engage in concerted buying programs for the purpose of increasing the tank car spot price and, in turn, the retail price of gasoline in the Mid-Western area. (R. pp. 25-42.)

Twin Ports Oil Company alleged that it was a jobber in Duluth, Minnesota, purchasing gasoline in tank car quantities and selling to consumers and dealers; that the increase in the tank car spot price as the result of the buying programs could not be passed on by it to the public; that its margins (difference between purchasing and selling prices) received on sales of gasoline were lessened and it was thereby damaged. (R. pp. 72-6.)

The trial judge, Honorable Gunnar H. Nordbye, held that although there was evidence of an increase in the price of gasoline to the jobber, Twin Ports Oil Company, the undisputed proof showed there was a corresponding increase in the retail price. The court concluded that there was a failure of proof to show a lessening of margins and accordingly instructed the jury to return a verdict for respondent at the conclusion of petitioner's case. (R. pp. 252-6.)

The Circuit Court of Appeals held that the record fully

supported the action of the trial court in sustaining respondent's motion for a directed verdict and that there was a failure to show lessened margins and damages to petitioner as a result of the illegal combination charged. (R. p. 342.)

It is urged in the petition for writ of certiorari that Twin Ports Oil Company is entitled to recover any increase in price to it as the result of the alleged conspiracy, regardless of the fact that its margins were not affected. This same contention was made in the Circuit Court of Appeals, and the court found that under the pleadings, a stipulation limiting the issues on the trial and proceedings in the lower court, the theory of damages asserted by petitioner was a lessening of margins. (R. pp. 335-342.)

SUMMARY OF ARGUMENT.

I.

The Circuit Court of Appeals was correct in affirming the judgment of the trial court and in finding that there was no evidence that the margins received by petitioner on gasoline sold by it were lessened as a result of the alleged conspiracy.

In order to maintain an action under the Clayton Anti-Trust Act for treble damages, a party must prove injury in its business or property as a proximate result of a violation of the anti-trust laws.

Clayton Act, Act of Oct. 15, 1914, 38 Stat. 730, 15 U. S. C. A. § 15.

Glenn Coal Co. v. *Dickinson Fuel Co.*, 72 F. (2d) 885, 887.

Jack v. *Armour & Co.*, 291 F. 741, 745.

A stipulation limiting the issues on the trial, the pleadings and proceedings in the trial court establish that the theory of damages asserted by petitioner was lessened margins.

The undisputed evidence established, as conceded by petitioner, that the margins received by it on sales of gasoline were not lessened as a result of the alleged conspiracy.

II.

There is a clear distinction between the certainty of proof necessary to establish the fact and the cause of injury, and the certainty of proof necessary to enable a jury to fix the amount of damages.

Story Parchment Co. v. *Paterson Parchment Paper Co.*, 282 U. S. 555, 562.

Palmer, et al. v. *Connecticut Railway & Lighting Co.*, 311 U. S. 544, 561.

ARGUMENT.

I.

The Circuit Court of Appeals was correct in affirming the judgment of the trial court and in finding that there was no evidence that the margins received by petitioner on gasoline sold by it were lessened as a result of the alleged conspiracy.

In order to maintain an action under the Clayton Anti-Trust Act for treble damages, a party must prove *injury* in its "business or property" as a proximate result of a violation of the anti-trust laws. 15 U. S. C. A. § 15; *Glenn Coal Co.* v. *Dickinson Fuel Co.*, 72 F. (2d) 885, 887; *Jack* v. *Armour & Co.*, 291 F. 741, 745.

The theory of injury asserted in this case was that the margins received by Twin Ports Oil Company on gasoline sold by it had been lessened as the result of a conspiracy to raise the tank car spot market and, also, that it was thereby forced to sell its business. The evidence established that prior to and during the period of the alleged conspiracy, Twin Ports Oil Company received a margin of 5½¢ per gallon on its sales of gasoline. (Appendix.) This margin did not change from December 3, 1934 to the date of the sale of the Twin Ports' properties to The Pure Oil Company on March 31, 1936. (Appendix.)

Under the supply contract of Twin Ports Oil Company with The Pure Oil Company, it was provided that the price of Purol-Pep gasoline (regular) should be the average spot market price determined by taking the average of the prices for like materials published daily in Platt's Oilgram, Tulsa edition, and the Chicago Journal of Com-

merce. (R. p. 265.) The contract further provided that if the spot market price plus freight gave to buyer a margin of less than 5¢ per gallon below the posted service station price of Standard Oil Company (Indiana) at Duluth, the seller would bill buyer for such gasoline at 5¢ below Standard's service station price. This is called the "guaranteed margin" because, under no circumstances, could the margin or spread between the purchase price of Twin Ports and Standard's service station price at Duluth be less than 5¢. This guaranteed margin was voluntarily increased by Pure after the execution of the contract. (R. pp. 207-8, 285, 290.) From September 11, 1934 to December 3, 1934, Pure allowed Twin Ports a 6¢ guaranteed margin, and from December 3, 1934 to the date of the sale, March 31, 1936, Pure gave Twin Ports a 5½¢ guaranteed margin. (Appendix.) Thus, the guaranteed margin provision of the contract was operative after September 11, 1934. From the beginning of the alleged conspiracy in February 1935 to the date of the sale of the properties on March 31, 1936, the price of gasoline to Twin Ports was determined by deducting 5½¢ from Standard's Duluth service station price. (Appendix.) Therefore, the price was increased to Twin Ports only when there was a corresponding increase in Standard's service station price, which was the price followed by Twin Ports in its sales to dealers and consumers. (R. pp. 110, 208.) Thus, the margins of Twin Ports were not lessened. The Circuit Court of Appeals said:

> "It is evident from the argument of appellant's counsel in their brief that they found it impossible to show that an increase in the price of gasoline to appellant was not immediately reflected in a corresponding increase in the retailer's price during the years in question. Therefore, there was no loss in margin, nor in the sale of appellant's property that could be attributed to this so-called buying program." (R. p. 342.)

In petitioner's brief in the Circuit Court of Appeals it is admitted that the margins were 5½¢ during 1935 and 1936 and that "they did not lessen during the conspiracy years." (Appellant's Brief in C. C. A., p. 28.)

Petitioner urged in the Court of Appeals and also contends in its petition for writ of certiorari that this case was not tried on the margin theory, but on the theory that petitioner is entitled to recover any increase in price to it though the retail price may also have been increased. This contention is contrary to a stipulation of the parties, petitioner's pleadings and the proceedings in the trial court.

The parties entered into a stipulation, dated August 22, 1940, to limit the issues on the trial (R. pp. 76-88), and, as found by the Circuit Court of Appeals, such stipulation was presented to the trial court at a pre-trial hearing. (R. p. 102.) In paragraph 5 of the stipulation, it is provided that the claim of damages shall be based on lessening of margins and, in paragraph 6, the term "margins" is defined. (R. pp. 87-88.) On the day the case went to trial, petitioner offered a trial amendment, which is paragraph 22 of the amended amended complaint. (R. pp. 102, 107.) At such time a colloquy took place between the parties and the court, and is quoted in the opinion of the Circuit Court of Appeals as follows:

> "Mr. Searls (for defendant): Isn't it true that you claim your injury relates to margins in this case?
>
> Mr. Michel (for plaintiff): Yes, it relates to margins.
>
> Mr. Searls: And you have defined 'margin' in the stipulation?
>
> Mr. Michel: Yes.
>
> Mr. Searls: And that is a definition that you put into the stipulation?
>
> Mr. Michel: Yes, and the margin would have been different but for the conspiracy.
>
> Mr. Searls: In other words you claim your injury relates to margin as defined in the stipulation?

Mr. Michel: Yes. We want to show—we want this broad enough—that if it had not been for the conspiracy our margin would have been greater, and we think under the very liberal interpretation of the new rules, we should be permitted to do this.

The Court: Well, how are you going to be prejudiced by the amendment as offered, Mr. Searls?

Mr. Searls: If the Court please, I do not raise any question about notice. I was given notice two weeks ago. The only question I raise is that it does not seem to me it is proper for the plaintiff to amend his complaint after signing this stipulation.

The Court: Of course I think, Mr. Michel, that according to the stipulation, you have indicated that your damages are solely to be found in the lessening of your margins, and the consequent injury upon your business.

Mr. Michel: Yes, and we want to show how they were lessened.

The Court: Then you do not depart from that theory of damages? In other words, that the immediate result of this conspiracy was a lessening of your margins?

Mr. Michel: Yes, that is our theory.

The Court: But you contend that even though there was a reflected increase in the retailers' price, that the stabilization of price and the fixing of price in some way affected your margins—is that right?

Mr. Michel: Yes, that is our point.

The Court: And you are following along the same theory with reference to damage, in that it refers exclusively to the lessening of margins?

Mr. Michel: Yes.

The Court: Well, if that is his position, I think I will allow the amendment." (R. pp. 106-7.)

"Lessened margins" is the theory of damages asserted in this trial amendment to the complaint, which provides in part as follows:

"* * * that the increase in the basic prices for tank car gasoline were not and could not be passed on to the public because of plaintiff's contractual relations

with the defendant, Pure Oil Company, and with its retailers * * *; that the basic price of gasoline, F.O.B. Group III, was so fixed by defendants and by reason of the conspiracy herein that the margin which plaintiff would have received for the sale of gasoline sold by it during the periods herein set forth was lessened in the sum of approximately two (2¢) cents per gallon for every gallon of gasoline sold by plaintiff and that plaintiff was damaged in the sum of approximately two (2¢) cents per gallon for each gallon of gasoline so sold by it by reason of said conspiracy." (R. pp. 72-3.)

In paragraphs 12, 23 and 24 of the complaint petitioner alleges a lessening of margins. (R. pp. 69, 73.) In paragraph 36 petitioner sets out the amount of its gallonage for 1935 and 1936, the amount of damage per gallon as the result of narrowed margins and the total amount of such damage. (R. p. 76.)

During the trial of the case petitioner's counsel stated in a colloquy with the Court that the claim of damages was based on lessened margins. (R. p. 198.)

The record is replete with testimony on the question of margins. (R. pp. 155, 156, 157, 197, 198, 200 and 206.)

The court permitted the witness Friedman to testify on direct examination over respondent's objection as to why Twin Ports Oil Company went out of business:

"Q. Tell the jury why you went out of business.

A. Because we could not operate on the present margins; they were too low." (R. p. 158.)

Petitioner asserts that it is entitled to recover any increase in price to it because the witness Cox was permitted to testify without objection that the spot market was increased as a result of the alleged conspiracy. (Petitioner's petition and brief, pp. 15, 46.) Petitioner relies on Rule 15(b) of the Federal Rules of Civil Procedure, which provides that "when issues not raised by the plead-

ings are tried by express or implied consent of the parties, they shall be treated in all respects as if they had been raised in pleadings." The testimony of the witness Cox did not indicate any change in the theory of damages, as it was necessary to prove an increase in the tank car price under the margin theory of damages. This fact is shown by the trial amendment to the complaint, in which it is alleged that "due to said conspiracy * * * the tank car prices of gasoline were caused to be and were increased by defendants at said basic price area; * * * that the increase in the basic prices for tank car gasoline were not and could not be passed on to the public * * *." (R. p. 72.) Moreover, in view of the stipulation of the parties limiting the claim of damages to the margin theory and the proceedings in the trial court, it can not be said that respondent impliedly consented to any change in this theory.

The opinion expressed by the witness Cox that the tank car market would have been 2¼¢ lower in the absence of the alleged buying programs does not establish any fact issue of lessened margins to Twin Ports as a jobber, because there was no testimony as to what the service station price at Duluth would have been in the absence of the alleged buying programs. The margins of a jobber are determined by both the tank car price (wholesale) and service station price (retail), and testimony as to both prices under the same circumstances is essential to establish the margin to be received by a jobber at any given time.

The Circuit Court of Appeals held that "evidence in regard to both spot market price and service station price was necessary to determine the amount of the margins involved" and that petitioner offered no "evidence of what the service station price might or would have been in the absence of the buying programs." Petitioner concedes in its brief in this Court that testimony in regard to the service station price, as well as the spot market

price, would be necessary in establishing a claim of damages under the margin theory and that no evidence was offered as to the service station price. (Petitioner's Brief, p. 24.)

There was not only a failure of proof to show that the margins would have been any larger in the absence of the buying programs, but also the proof negatives such fact as it appears that the service station price was based on the spot market. The retail price at Duluth followed the spot market price up and down immediately preceding the alleged conspiracy, and it followed such price very closely during the period of the conspiracy. (Exhibit X, R. pp. 246, 260; Exhibit W, R. pp. 221, 261; and Exhibit Z, R. pp. 250, 256-260.) An analysis of these prices discloses that there was a definite relationship between the tank car spot market and the retail price after September 11, 1934. It was charged in the indictment in *United States* v. *Socony-Vacuum Oil Company, Inc., et al.*, 310 U. S. 150, that "spot market tank car prices of gasoline tend to, and do, directly and substantially influence the retail prices of gasoline." (R. p. 36.) The Supreme Court in that case discussed this relationship between the spot market and the retail prices in the Mid-Western area and said (p. 200):

> "In sum, the contours of the retail prices conformed in general to those of the tank car spot markets. The movements of the two were not just somewhat comparable; they were strikingly similar."

The Duluth service station price followed the spot market even closer than the average retail prices in the Mid-Western area as referred to in the above opinion. However, in the present case, Pure's billing prices to Twin Ports followed the Duluth service station price exactly, as they were based on such price during the period of the alleged conspiracy. This fact prevented any lessening of margins.

II.

There is a clear distinction between the certainty of proof necessary to establish the fact and the cause of injury, and the certainty of proof necessary to enable a jury to fix the amount of damages.

Petitioner asserts that the Circuit Court of Appeals failed to give effect to the liberal rule of damages followed by the courts in anti-trust cases and petitioner cites *Story Parchment Co.* v. *Paterson Parchment Paper Co.*, 282 U. S. 555, and *Eastman Company* v. *Southern Photo Materials Co.*, 273 U. S. 359. In both of those cases it was established that the plaintiff had sustained an injury and damage as a result of illegal acts and the only uncertainty was the amount of the damage. Petitioner fails to recognize the distinction which the courts make between the certainty of proof required to show the cause and fact of injury or damage and the certainty of proof required to establish the amount of damages. In the *Story Parchment Co.* case, the Supreme Court said (282 U. S. 562):

> "The rule which precludes the recovery of uncertain damages applies to such as are not the certain result of the wrong, not to those damages which are definitely attributable to the wrong and only uncertain in respect of their amount."

In the recent decision of the Supreme Court of the United States in *Palmer, et al.* v. *Connecticut Railway & Lighting Co.*, 311 U. S. 544, 561 (1941), Mr. Justice Reed said:

> "*Certainty in the fact of damage is essential.* Certainty as to the amount goes no further than to require a basis for a reasoned conclusion." (Italics ours.)

We are not concerned here with the certainty of proof to establish the amount of damage, because there is no evi-

dence that petitioner sustained any injury or that the alleged conspiracy was the cause of any claimed injury.

Petitioner has set out in its brief in this Court a statement of its annual gross business during the period 1922 to 1936 and has also referred to its earnings (petition and brief, pp. 5, 22, 23), but this does not raise a fact issue of injury as a result of the alleged buying programs. The history of petitioner's business discloses that in some years it made a profit and in others it sustained a loss. In several months of 1933 petitioner received a guaranteed margin of 5¢ per gallon on gasoline sold by it, which was less than the margin received in 1935 and 1936. On September 11, 1934, there was a cut in the service station price of Standard of Indiana in the amount of 1.9¢ (R. p. 261) and this had the effect of reducing the margins of all jobbers, including Twin Ports, who elected to follow Standard's service station price. As a result of this reduction in the service station price, Pure began giving Twin Ports a guaranteed margin by reducing its billing price to Twin Ports 0.6¢ per gallon and thereby Pure sustained part of this loss. (R. p. 284.) The margin of Twin Ports was actually reduced 1.3¢ per gallon as the result of the reduction in the service station price (R. pp. 261, 284) and, of course, this affected subsequent earnings of Twin Ports.

Certainly there is no connection between this reduction in the service station price on September 11, 1934, and the buying programs of 1935 and 1936 which Twin Ports alleges had the effect of increasing and not reducing prices. Morover, both the government and petitioner claim that the conspiracy in regard to the buying programs began in February, 1935. Obviously, there is no causal connection between the buying programs and this cut in the service station price on September 11, 1934, and, furthermore, petitioner does not claim that there is any causal connection. The proof of petitioner does not meet the requirement of certainty in the fact and cause of damage.

Conclusion.

An action for treble damages for violation of the anti-trust laws is based on section 4 of the Clayton Act, which gives a right of action to a person "who shall be injured in his business or property". Petitioner's claim of injury in its business or property was lessened margins and a forced sale of its properties by reason thereof. The undisputed evidence, as conceded by petitioner, establishes that its margins were not lessened. Thus, it sustained no injury in its business or property as required by the statute. The attempt of petitioner to change its theory and recover any increase in the price of gasoline is inconsistent with the stipulation of the parties and the proceedings in the trial court.

WHEREFORE the petition for writ of certiorari should be denied.

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APPENDIX.

TWIN PORTS OIL COMPANY'S MARGIN
September 11, 1934 to March 31, 1936, Inc.
REGULAR GRADE GASOLINE

Date Ordered		Pure's Billing Price	Pure's Billing Price Plus Freight	SO (Ind.) Service Station Price at Duluth less Inspec. Fees & Taxes (*)		Margin Between Service Station Price & Pure's Billing Price Plus Freight
1934						
Sept.	13	4.158¢	7.26¢	(9-11)	13.26¢	6.00¢
	17	4.158	7.26		13.26	6.00
	18	4.158	7.26		13.26	6.00
	19	4.158	7.26		13.26	6.00
	21	4.158	7.26		13.26	6.00
	24	4.158	7.26		13.26	6.00
	25	4.158	7.26		13.26	6.00
	27	4.158	7.26		13.26	6.00
	28	4.158	7.26		13.26	6.00
Oct.	1	4.158	7.26		13.26	6.00
	3	4.158	7.26		13.26	6.00
	4	4.158	7.26		13.26	6.00
	5	4.158	7.26		13.26	6.00
	9	4.158	7.26		13.26	6.00
	10	4.158	7.26		13.26	6.00
	11	4.158	7.26		13.26	6.00
	12	4.158	7.26		13.26	6.00
	16	4.158	7.26		13.26	6.00
	18	4.158	7.26		13.26	6.00
	18	3.858	6.96	(10-20)	12.96	6.00
	22	3.858	6.96		12.96	6.00
	23	3.858	6.96		12.96	6.00
	24	3.858	6.96		12.96	6.00
	26	3.858	6.96		12.96	6.00
	29	3.858	6.96		12.96	6.00
	30	3.858	6.96		12.96	6.00
Nov.	1	3.858	6.96		12.96	6.00
	2	3.858	6.96		12.96	6.00
	5	3.858	6.96		12.96	6.00
	6	3.858	6.96		12.96	6.00
	7	3.858	6.96		12.96	6.00
	9	3.858	6.96		12.96	6.00
	12	3.858	6.96		12.96	6.00
	9	3.858	6.96		12.96	6.00
	12	3.858	6.96		12.96	6.00
	12	3.858	6.96		12.96	6.00
	13	4.158	7.26	(11-13)	13.26	6.00
	15	4.158	7.26		13.26	6.00
	20	4.158	7.26		13.26	6.00
	24	4.158	7.26		13.26	6.00
	30	4.158	7.26		13.26	6.00

* Date shown in brackets is date service station price was changed.
NOTE: Billing price was usually determined as of date of order.
All prices represent cents per gallon.

Date Ordered		Pure's Billing Price	Pure's Billing Price Plus Freight	SO (Ind.) Service Station Price at Duluth less Inspec. Fees & Taxes (*)		Margin Between Service Station Price & Pure's Billing Price Plus Freight
1934						
Dec.	3	4.658	7.76		13.26	5.50
	4	4.658	7.76		13.26	5.50
	10	4.658	7.76		13.26	5.50
	12	4.658	7.76		13.26	5.50
	15	4.658	7.76		13.26	5.50
	19	4.658	7.76		13.26	5.50
	21	4.658	7.76		13.26	5.50
	24	4.658	7.76		13.26	5.50
	27	4.658	7.76		13.26	5.50
	31	4.658	7.76		13.26	5.50
1935						
Jan.	2	4.658	7.76		13.26	5.50
	4	4.658	7.76		13.26	5.50
	7	4.658	7.76		13.26	5.50
	10	4.658	7.76		13.26	5.50
	14	4.658	7.76		13.26	5.50
	17	4.658	7.76		13.26	5.50
	21	4.658	7.76		13.26	5.50
	24	4.658	7.76		13.26	5.50
	25	4.658	7.76		13.26	5.50
	28	4.658	7.76		13.26	5.50
	31	4.658	7.76		13.26	5.50
Feb.	2	4.625	7.727		13.26	5.53
	6	4.358	7.46	(2-2)	12.96	5.50
	7	4.358	7.46		12.96	5.50
	12	4.358	7.46		12.96	5.50
	14	4.358	7.46		12.96	5.50
	16	4.358	7.46		12.96	5.50
	20	4.358	7.46		12.96	5.50
	21	4.358	7.46		12.96	5.50
	25	4.358	7.46		12.96	5.50
Mar.	1	4.358	7.46		12.96	5.50
	2	4.358	7.46		12.96	5.50
	6	4.358	7.46		12.96	5.50
	7	4.358	7.46		12.96	5.50
	11	4.358	7.46		12.96	5.50
	14	4.358	7.46		12.96	5.50
	15	4.358	7.46		12.96	5.50
	19	4.358	7.46		12.96	5.50
	21	4.358	7.46		12.96	5.50
	26	4.658	7.76	(3-22)	13.26	5.50
	27	4.658	7.76		13.26	5.50
	29	4.658	7.76		13.26	5.50
Apr.	2	4.658	7.76		13.26	5.50
	3	4.658	7.76		13.26	5.50
	5	4.658	7.76		13.26	5.50
	8	4.658	7.76		13.26	5.50
	11	4.658	7.76		13.26	5.50
	11	4.658	7.76		13.26	5.50
	15	4.958	8.06	(4-12)	13.56	5.50
	17	4.992	8.16	(4-18)	13.66	5.50
	19	4.992	8.16		13.66	5.50
	23	4.992	8.16		13.66	5.50
	25	4.992	8.16		13.66	5.50
	26	4.992	8.16		13.66	5.50
	30	4.992	8.16		13.66	5.50

* Date shown in brackets is date service station price was changed.

NOTE: Billing price was usually determined as of date of order. All prices represent cents per gallon.

Date Ordered		Pure's Billing Price	Pure's Billing Price Plus Freight	SO (Ind.) Service Station Price at Duluth less Inspec. Fees & Taxes (*)		Margin Between Service Station Price & Pure's Billing Price Plus Freight
1935						
May	1	4.992	8.16		13.66	5.50
	3	5.292	8.46	(5-2)	13.96	5.50
	6	5.292	8.46		13.96	5.50
	7	5.292	8.46		13.96	5.50
	9	5.292	8.46		13.96	5.50
	10	5.292	8.46		13.96	5.50
	13	5.292	8.46		13.96	5.50
	15	5.292	8.46		13.96	5.50
	16	5.292	8.46		13.96	5.50
	17	5.292	8.46		13.96	5.50
	20	5.292	8.46		13.96	5.50
	21	5.292	8.46		13.96	5.50
	21	5.292	8.46		13.96	5.50
	23	5.292	8.46		13.96	5.50
	24	5.292	8.46		13.96	5.50
	24	5.292	8.46		13.96	5.50
	27	5.292	8.46		13.96	5.50
	28	5.292	8.46		13.96	5.50
	29	5.292	8.46		13.96	5.50
	31	5.292	8.46		13.96	5.50
June	3	5.292	8.46		13.96	5.50
	5	5.292	8.46		13.96	5.50
	6	5.292	8.46		13.96	5.50
	6	5.292	8.46		13.96	5.50
	10	5.292	8.46		13.96	5.50
	11	5.292	8.46		13.96	5.50
	12	5.292	8.46		13.96	5.50
	12	5.292	8.46		13.96	5.50
	13	5.292	8.46		13.96	5.50
	18	5.592	8.76	(6-14)	14.26	5.50
	19	5.592	8.76		14.26	5.50
	20	5.592	8.76		14.26	5.50
	24	5.592	8.76		14.26	5.50
	25	5.592	8.76		14.26	5.50
	26	5.592	8.76		14.26	5.50
	27	5.592	8.76		14.26	5.50
	28	5.592	8.76		14.26	5.50
July	1	5.592	8.76		14.26	5.50
	1	5.592	8.76		14.26	5.50
	2	5.592	8.76		14.26	5.50
	3	5.592	8.76		14.26	5.50
	5	5.592	8.76		14.26	5.50
	8	5.592	8.76		14.26	5.50
	10	5.592	8.76		14.26	5.50
	11	5.592	8.76		14.26	5.50
	11	5.592	8.76		14.26	5.50
	15	5.592	8.76		14.26	5.50
	16	5.592	8.76		14.26	5.50
	17	5.592	8.76		14.26	5.50
	19	5.592	8.76		14.26	5.50
	22	5.592	8.76		14.26	5.50

* Date shown in brackets is date service station price was changed.

NOTE: Billing price was usually determined as of date of order.
All prices represent cents per gallon.